

TERMS AND CONDITIONS FOR HALL & ROOM BOOKINGS

The following are the Terms and Conditions for the hire of the Upper Hall, Lower Hall, Kirk Session Room, the Library and the Kitchens at St Columba's Church of Scotland, Pont Street, London SW1X 0BD



Bookings are not available on Sundays.

The Hirer agrees to the following:

The Church is a Sacred Building

- i. The Hirer is required to recognise the sacred purpose of the Church and to ensure that they, and those attending their event, behave with appropriate decorum within the building.
- ii. The Hirer must not engage in any illegal or disruptive activities and must respect the nature of the building as a listed structure, and no alterations of any kind are permitted to the Church.
- iii. Attachments are not to be made to the walls or fabric of the building, nor additional equipment and items introduced, without specific prior agreement.
- iv. The Church is situated in a settled residential area and accordingly there must be no noise or untoward behaviour which causes or may cause disturbance to neighbours.

Reservations and Payment

- i. Provisional reservations will be held for a maximum of ten working days. The booking is confirmed only when the required deposit or full payment has been received and acknowledged by us via email. The Church reserves the right to release the booking if these conditions are not met. The deposit is non-refundable.
- ii. In the event of a cancellation by the Hirer, any payment made (excluding deposit) will be refunded if the cancellation occurs a minimum 14 days **before** the event. 50% of the total cost will be charged if cancellation occurs **within** 14 days of the date of the event.
- iii. The full remaining balance must be paid at least 14 days prior to the date of the event. Failure to pay the balance on time will result in the cancellation of the

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booking. If the booking is made within two weeks of the event, full payment must be made upon booking and no refund will be processed in case of cancellation.



Entry, Start, Finish Times

- i. Rooms may be booked between 9am and 11pm and the timings are agreed on with the office at the time of booking
- ii. The precise times of entry and the finish are to be agreed in advance and confirmed by the Church office by writing. The hirer will be charged at the hourly rate if an event finishes after the written agreed time, with each started hour being due.
- iii. Your booking will start at the time of entry and end at the time of finish.
- iv. Setup and cleanup time are included in this duration. It is the hirer's responsibility to ensure that the hired venue is left cleaned and cleared after the event
- v. Any deliveries to the Church premises prior to the event must be communicated to and approved by the Church office in advance. The Church office will not accept any deliveries that have not been communicated and agreed in advance.
- vi. The venue must be entirely vacated, cleared and cleaned by your agreed finish time. You will not be able to access the venue outside of these times and any usage beyond these times will incur a penalty charge of £150 [in addition to any additional charges stipulated below].
- vii. A Caretaker lives on the premises and is present to represent and safeguard the interests of the Church. The caretaker will be on hand to ensure that the venue is vacated at the agreed time and has been left appropriately cleared and cleaned.
- viii. The caretaker's duties do not include the setting up or clearing and tidying after an event, unless this has been separately negotiated with the Caretaker in advance and will incur an extra charge of £50 per hour (each started hour will be due).
- ix. On occasion a relief Caretaker may be on duty. If an event necessitates either Caretaker staying after 11.00 p.m. an additional charge will be payable for overtime costs and, where necessary, the cost of taxis so that staff may reach their homes safely.

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Use of Rooms

- i. The rooms may only be used for the purpose specified in the Hire Agreement. Any change in use must be agreed upon in writing prior to the event.
- ii. Use of the premises is strictly limited to those rooms specifically booked by the Hirer and the organiser must ensure that guests remain in the booked area.
- iii. The hirer must respect the numbers for which the room (s) have been hired. Capacities for each room can be found in our hall hire brochure or with the church office.



Facilities

- i. The Hirer is entitled to use the facilities specified in the Hire Agreement, including restrooms and any equipment listed. Audiovisual equipment, as well as the piano and the organ, may be used, at an extra cost, and upon pre-request and approval by the Church office.
- ii. With agreement at the time of reservation, Hirers may make use of the equipment (crockery, glassware, cutlery, cooking utensils, fridge, freezer, dishwasher) in the appropriate kitchen. Use of the dishwasher in the Lower Kitchen will be permitted only after a short training session on its use by the Caretaker.
- iii. Rooms and their contents, including kitchen equipment, are to be accepted by the Hirer as in good condition.
- iv. If the Hirer requires access to fridge or freezer space, the volume required is to be specified and agreed in advance. The Hirer will be shown which fridge and freezer space has been made available, and the Hirer must not disturb or use any other items in the fridge or freezer space. Food brought onto the premises is to be cleared from fridges and freezers at the end of the event.
- v. Access to the back of the church is strictly prohibited before, during and after the event. The hirer is responsible to ensure that guests remain in the allowed areas. Delivery via back door must be arranged with church office or caretaker in advance.

After use

- i. The Hirer is responsible for leaving the venue in the same condition as it was found, including cleaning up, and

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disposing of rubbish. Any cleaning or clearing required after an event has ended will incur an additional cleaning charge of £50 per hour.



- ii. Chairs and tables must be stacked away, the rooms and kitchen left clean and tidy with all rubbish securely bagged left outside the side door entrance next to the pole (ask the caretaker on duty)
- iii. All crockery, cutlery and utensils are to be washed, dried and put away correctly.
- iv. Work surfaces, ovens and other equipment used are to be cleaned.
- v. Floors are to be swept and mopped as appropriate. Please ask the caretaker on duty for cleaning equipment.
- vi. The fridges and freezers should be emptied of all food brought for the event;
- vii. All users of the kitchen are required to complete and sign a record of their use of the kitchen noting any breakages, failure of equipment etc.
- viii. Any damage or breakages must be reported to the Caretaker by the Hirer. The Hirer is responsible for any damage to the Church or its contents during the Hire period. The Hirer agrees to pay for any repairs or replacements needed.
- ix. If an external caterer is used, the Hirer is responsible to ensure they are fully informed and accept these Terms and Conditions and ensure that they follow them. The Hirer is responsible to ensure that the rooms used and the kitchen are left clean and tidy after the caterer has gone.

Other Conditions

- i. Smoking and vaping are not permitted anywhere inside the building:
 - a. Cigarette butts, used matches and vaping paraphernalia must not disfigure the entrance porticos to the Church, or the pavements outside;
 - b. A cigarette disposal stand can be provided outside the side door of the Church and smokers must deposit used matches and butts in this receptacle;
 - c. The Hirer is responsible to ensure that the outside area used for smoking is cleaned up after the event, and that the cigarette disposal stand is emptied and cleaned.
- ii. Drinks in glassware, bottles or cans must not be taken outside the building.

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- iii. No animals, other than assistance dogs, are permitted in the building. The Hirer is responsible for letting their participants know and to ensure that this is respected at all times.
- iv. No bicycles, scooters, roller skates, or roller blades are permitted in the building at any time. Prams, wheelchairs and mobility scooters are permitted.



Concerning intoxicating liquor (i.e. alcoholic drinks)

- i. St Columba's does not currently hold a premises' licence and therefore in accordance with the Licensing Act of November 2005, alcoholic drinks in modest quantities may be consumed, provided these have been donated and are supplied to guests entirely free of charge. Notice of this fact must be clearly displayed on all publicity and tickets for the event.
- ii. If the Hirer intends to sell alcoholic drinks for an event, the Hirer must inform the Church office of this intention. Then the Hirer must apply (at their own expense) to the Royal Borough of Kensington and Chelsea (RBKC) for a Temporary Event Notice (TEN); the confirmation must be sent to the Church office prior to the event.

Health & Safety Requirements, Insurance and Liability, Termination

- i. Hirers must comply with all Church and Statutory health and safety requirements and must not obstruct or interfere with any rights of access or entry or the free passage of any of the Kirk Session employees or members of the public to any parts of the Church. The Hirer agrees to comply with all health and safety regulations and ensure the safety of all attendees. An emergency plan must be communicated to all participants.
- ii. The Kirk Session of St Columba's Church does not accept any responsibility for the loss, theft or damage to any property belonging to or under the control of the Hirer or any of their guests.
 - a. Hirers are required to ensure that they, or any other person acting on their behalf, are appropriately and adequately insured;
 - b. The certificate of insurance should be provided to the Church office before the event.
- iii. The Kirk Session of St Columba's Church does not accept liability for any loss or inconvenience suffered by the Hirer or his/her guests by the Church's inability through circumstances outside its direct control to fulfil arrangements or any part thereof previously agreed with the Hirer.

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- iv. The Kirk Session of St Columba's Church reserves the right to cancel any booking with immediate notice if the outlined terms and conditions are not agreed on prior to a booking or not followed at any time.
- v. The Kirk Session reserves the right to cancel the Hire Agreement if the Hall is needed for church services or events. If the Church needs to cancel a booking due to Church activities, the Church will give the Hirer as much notice as possible and the full payment (including deposit) will be refunded.
- vi. Should the User be in breach of these Terms and Conditions and whether or not the Kirk Session has terminated this Agreement, the Kirk Session shall be entitled to payment from the User of damages for all losses reasonably and necessarily incurred by the User (including economic and consequential loss) as a result of said breach.



Safeguarding

- i. The User is aware of the requirement to safeguard the welfare of children and young people and keep them safe from harm and abuse. The User has adopted a recruitment procedure for working with children and young people which, where appropriate, includes requiring employees and volunteers to be members of the Protection of Vulnerable Groups Scheme as laid down by the Protection of Vulnerable Groups (Scotland) Act 2007 ("the Act") and will comply with the Act in all respects. If the User is found to be in breach of these undertakings, the Kirk Session shall have the right to terminate this Agreement with immediate effect.
- ii. The User is aware of the requirement to safeguard the welfare of protected adults and keep them safe from harm and abuse. The User has adopted a recruitment procedure for working with protected adults which, where appropriate, requires employees and volunteers to be members of the Protection of Vulnerable Groups Scheme and will comply with the Act in all respects. If the User is found to be in breach of these undertakings, the Congregation shall have the right to terminate this Agreement with immediate effect

Governing Law

- i. These Terms and Conditions are governed by the laws of England and Wales.

Amendments

- i. These Terms and Conditions may be amended at any time by the Church, with written notice of minimum 4 weeks provided to the Hirer.

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Acceptance

By signing below, the Hirer acknowledges that they have read, understood, and agree to the Terms and Conditions set forth herein.



Hirer's Signature: _____ **Date:** _____

Name: _____

Organisation (if applicable): _____

Contact Information: _____

Church Representative: _____ **Date:** _____

Position: _____

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Church of Scotland

A home away from home